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200 NORTH MAIN ST  
LOS ANGELES CALIF 90012

JOHN C. GERARD  
CHIEF ENGINEER  
AND  
GENERAL MANAGER

CITY ADMINISTRATIVE OFFICE  
79 APR -5 PM 4 28

March 30, 1979

Honorable Tom Bradley  
Mayor of the City of Los Angeles  
Room 305, City Hall

Dear Mayor Bradley:

At the meeting held March 22, 1979, the Board of Fire Commissioners approved the proposal "Agreement for Exchange of Fire Protection and Rescue Services" between the City and County of Los Angeles.

Transmitted herewith is a copy of the Department's report dated March 19, 1979, with the Agreement attached for your consideration.

Very truly yours,

Eva Whitelock, Secretary  
Board of Fire Commissioners

EW:sj

Attachment

cc: Anton Calleia, Executive Assistant to the Mayor  
Grace Montanez Davis, Deputy Mayor  
Ezunial Burts, Executive Assistant to the Mayor

# LOS ANGELES FIRE DEPARTMENT



JOHN C. GERARD  
CHIEF ENGINEER AND GENERAL MANAGER

March 19, 1979

TO: Honorable Board of Fire Commissioners  
City of Los Angeles

FROM: John C. Gerard, Chief Engineer and General Manager

SUBJECT: AGREEMENT FOR EXCHANGE OF FIRE PROTECTION AND RESCUE  
SERVICES - AUTOMATIC AID/INITIAL ACTION

## SUMMARY


Attached for your review is a copy of a proposed Memorandum of Understanding between the City of Los Angeles and the County of Los Angeles. This Memorandum provides for an agreement to dispatch the nearest fire protection resources, regardless of jurisdiction to the scene of a reported fire emergency in areas of contiguous City/County boundaries.

This agreement, once implemented, would improve emergency response times of fire equipment to City/County residents in those areas where the primary jurisdictions' resources are limited or isolated due to geographic or boundary impositions. It is anticipated that improved response of fire protection resources to these areas will produce significant savings in lives and property and provide a more cost-effective means of supplying fire protection resources to the citizens of the City and County of Los Angeles.

## RECOMMENDATION

That the attached Memorandum providing for an "Agreement for Exchange of Fire Protection and Rescue Services" between the City and County of Los Angeles be forwarded to the Office of the Mayor for consideration.

Respectfully submitted,

  
JOHN C. GERARD  
Chief Engineer and General Manager

JCG:RWB:lmg

Attachment

AGREEMENT FOR EXCHANGE OF  
FIRE PROTECTION AND RESCUE SERVICES  
AUTOMATIC AID/INITIAL ACTION

THIS AGREEMENT, dated for reference purposes only, March 1, 1979, is made by and between the City of Los Angeles, hereinafter referred to as City and the County of Los Angeles and the County Fire Protection Districts, hereinafter referred to as the County:

W I T N E S S E T H:

WHEREAS, the parties to this Agreement provide fire protection and rescue services within their respective territorial limits; and

WHEREAS, it is in the best interest of the County and the City to provide the most expeditious response to suppress fires and render other emergency assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day-to-day basis; and

WHEREAS, this Agreement is authorized and provided for by provisions of the Health & Safety and Government Codes of the State of California and Acts and Statutes of the Federal Government where applicable;

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree as follows:

I

The City agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the County and the

City, upon request by the County, to that area located within the jurisdiction of the County.

## II

In return for the service to be provided by the City, the County agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the County and the City, upon request by the City to that area located within the jurisdiction of the City.

## III

Upon receipt by the County of an alarm within the jurisdiction of the County, the County, as the jurisdictional department, will dispatch its nearest available and appropriate designated fire or rescue response to that alarm and also notify the City fire dispatcher who will, in turn, dispatch the agreed-upon response.

## IV

Upon receipt by the City of an alarm within the City, the City, as the jurisdictional department, will dispatch its nearest and appropriate designated fire or rescue response to that alarm and also notify the County fire dispatcher who will, in turn, dispatch the agreed-upon response.

## V

The County and the City intend that this Agreement will provide mutual benefits to all parties and herein authorize the Fire Chiefs of the County and the City to revise any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to all parties.

## VI

Details as to amounts and type of assistance to be dispatched, methods of dispatching and communications, training programs and procedures, methods of requesting aid and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the County and the City. Such details shall be recorded in Memorandums of Understanding and signed by both Chiefs of the County and the City.

## VII

In those instances where the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the aiding department. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire department.

## VIII

It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and rescue service within any part of its own jurisdiction, and that the aiding

party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

#### IX

This Agreement shall not be construed as, or deemed to be an Agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

#### X

No party furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services.

#### XI

It is mutually understood and agreed that the party requesting assistance is not required to indemnify the party furnishing assistance as to liability or damage imposed by law upon the assisting party by reason of an act or omission of the assisting party's employees occurring in the performance of the services. The requesting party shall be responsible only for the acts of the employees of the responding party performed at the scene of the incident and performed at the specific direction of an employee of the requesting party.

#### XII

This Agreement shall remain operative and effective until participation is terminated by either party. It is further agreed

that either party may terminate the Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of withdrawal.

XIII

It is mutually understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written and is effective and operative as to each of the parties as herein provided.

ATTEST:

CITY OF LOS ANGELES

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGALITY:

BURT PINES  
City Attorney

By \_\_\_\_\_  
Deputy

ATTEST:

COUNTY OF LOS ANGELES, and the  
COUNTY FIRE PROTECTION DISTRICTS

JAMES S. MIZE, Executive  
Officer-Clerk of the  
Board of Supervisors

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Chairman of Board of Supervisors  
of County of Los Angeles, acting  
in its capacity as the governing  
body of said Districts

APPROVED AS TO FORM:

JOHN H. LARSON  
County Counsel

By \_\_\_\_\_  
Deputy